

PART I- THE SCHEDULE

SECTION C – DESCRIPTIONS/SPECS./WORK STATEMENT

PERFORMANCE WORK STATEMENT (PWS)

C.00 EM Journey to Excellence

Established in 1989, the Department of Energy's (DOE) Office of Environmental Management (EM) is charged with addressing the environmental legacy of over 50 years of nuclear weapons production and government sponsored research. In order to continue and build upon the momentum of the first 20 years of the EM program, and within the broader context and in support of Administration and Departmental policies, strategies, and initiatives, EM has developed the "Roadmap for EM's Journey to Excellence" (Rev. 0, December 16, 2010). That document builds upon and integrates DOE Management Principles, EM Core Values, EM Priorities, EM's vision, and EM's mission by establishing four programmatic and three management-related goals, as follows:

Programmatic Goals

Goal 1: Complete the three major tank waste treatment construction projects within the approved baselines.

Goal 2: Reduce the life-cycle costs and accelerate the cleanup of the Cold War environmental legacy.

Goal 3: Complete disposition of 90 percent of the legacy transuranic waste by the end of 2015.

Goal 4: Reduce the EM legacy footprint by 40 percent by the end of 2011, leading to approximately 90 percent reduction by 2015.

Management Goals

Goal 5: Improve safety, security, and quality assurance towards a goal of zero accidents, incidents, and defects.

Goal 6: Improve contract and project management with the objective of delivering results on time and within cost.

Goal 7: Achieve excellence in management and leadership, making EM one of the best places to work in the Federal government.

In the performance of this contract, the Contractor shall support and implement the following actions in furtherance of the "Roadmap for EM's Journey to Excellence" and achievement of goals. Goals 2 and 4 have direct relevance to this contract. Central to EM's Journey to Excellence is the disposal of radioactive waste from EM's cleanup activities, in a manner that reduces risk, accelerates cleanup, minimizes lifecycle costs and reduces the EM legacy footprint. Facility Deactivation and Decommissioning and the environmental restoration of contaminated sites generate LLW and MLLW, as well as 11e(2) byproduct material, TENORM and sealed sources. This disposal contract serves a key role in support of the EM cleanup mission. The actions are: dispose of LLW, MLLW, 11e(2) byproduct material, TENORM and sealed sources, and perform Ancillary Services as requested, in accordance with task/delivery orders issued by EM sites.

C.01 Scope

The Contractor shall provide all necessary facilities, equipment, personnel and shall secure and maintain all necessary permits and licenses in order to perform the services and prepare the deliverables as required by this Statement of Work including, but not limited to, taking title to and disposing of the wastes and waste residuals delivered to Contractor by DOE (including the National Nuclear Security Administration, Laboratories and Project Offices), and any DOE Prime Contractor or Subcontractor to a DOE Prime Contractor performing environmental cleanup services for DOE prime contractors, including sampling and analysis of waste and waste residuals, preparing various instruments of conveyance (trucks, containers, and railcars) for return to the generator of wastes delivered under the contract, and recording and reporting data relative to performance under the contract. All activities associated with waste disposal hereunder shall be in accordance with all applicable Federal, State, and local statutes and regulations. Wastes to be disposed of under the contract will be packaged and transported in accordance with applicable laws and regulations by DOE or its Contractors, the costs thereof to be borne by DOE unless otherwise specified in the task/delivery order. All waste to be disposed of under the contract will be characterized prior to shipment for compliance with the Waste Acceptance Criteria (WAC) of the Contractor. The Contractor shall provide all deliverables to DOE in accordance with Section J, Attachment J.4 "List of Deliverables." These deliverables shall not be separately priced.

C.02 Waste Description

Low-Level Waste (LLW) can be segmented into waste categories of Class A, Class B, Class C and Greater-Than-Class C (GTCC). These classifications are defined in the Nuclear Regulatory Commission (NRC) regulations (Title 10, Code of Federal Regulations (CFR), Part 61), based on potential LLW hazards and disposal and waste form requirements. Definitions are as follows:

LLW: radioactive waste that is not high-level radioactive waste, spent nuclear fuel, transuranic waste, byproduct material (as defined in section 11e.(2) of the Atomic Energy Act of 1954, as amended), or naturally occurring radioactive material [Adapted from: Nuclear Waste Policy Act of 1982, as amended].

Mixed Low Level Waste (MLLW): radioactive waste that contains both source, special nuclear, or byproduct material subject to the Atomic Energy Act of 1954, as amended, and a hazardous component subject to the Resource Conservation and Recovery Act (RCRA) [Adapted from: Federal Facility Compliance Act of 1992 (FFCA)]. MLLW also includes material contaminated with polychlorinated biphenyls (PCBs), which are regulated under the Toxic Substances Control Act (TSCA).

11(e)2, byproduct material: the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its source material content [Source: Atomic Energy Act of 1954, as amended, section 11e(2)].

Technologically Enhanced Naturally Occurring Radioactive Material (TENORM): Any naturally occurring radioactive materials whose radionuclide concentrations or potential for human exposure have been increased above levels encountered in the natural state by human activities. [Source: DOE Order 458.1, Radiation Protection of the Public and the Environment].

It is important to note that the Class A, B and C classifications generally apply to NRC-regulated LLW, and not DOE LLW. However, the classifications are relevant when DOE sends its waste to an NRC- or Agreement State-regulated facility for disposal. Class A waste contains the least radioactivity, most of which comes from relatively short-lived radionuclides, which decay to background levels within a few decades. Class B waste is also relatively short-lived, but contains higher concentrations of short-lived radionuclides than Class A. Class C waste can contain higher concentrations of both short-lived and long-lived radionuclides, while GTCC is higher still.

Wastes to be disposed of under this contract includes Class A, B and C LLW and MLLW ((RCRA), state-regulated, or TSCA-regulated, 11e(2) byproduct material and TENORM.

For purposes of this contract, soils are defined as the natural unconsolidated earth material composing the surficial strata consisting of clay, silt, sand, and gravel sized particles with associated indigenous vegetable, mineral, and organic matter. Soils requiring disposal under this contract have been contaminated with various concentrations of radiological, chemical, and organic constituents.

The soil-like LLW may also be co-mingled with varying amounts of debris, including scrap metals, graphite from broken uranium molds, furnace block. The metal fraction may include, but is not limited to, pieces of scrap ferrous (e.g., deteriorated drums and cans) and non-ferrous metals, with depleted uranium, ranging in size from chunks to turnings. However, most of the debris is expected to be demolition-type trash, including concrete, stone, gravel, asphalt, metal, wood, paper, plastic impoundment liners, and insulation. Oversize debris may include items such as twisted steel, heavy objects, process equipment, storage tanks, motors, vehicles, and monolith-like items.

For purposes of establishing the pricing category (e.g., soil versus debris) for task/delivery orders issued under this contract, the parameters defined in the Contractor's WAC will apply.

C.03 Objectives

The contract objectives are to provide disposal services for:

- (a) Class A LLW;
- (b) Class B LLW;
- (c) Class C LLW;
- (d) Class A MLLW;
- (e) Class B MLLW;
- (f) Class C MLLW;
- (g) 11e(2) byproduct material;
- (h) TENORM;
- (i) Ancillary Services;
- (j) Sealed Sources.

C.04 Requirements

Licenses, Permits and Regulatory:

1. The Contractor shall furnish all labor, facilities, equipment, material, supplies, and services (except as may be expressly set forth in this contract and any order as furnished by the Ordering Activity/Waste Generator) and otherwise do all things necessary for the disposal of LLW, MLLW, 11(e)2 byproduct material and TENORM.
2. The Contractor shall possess, maintain and keep current appropriate licenses and permits as required by Federal, state and local laws and ordinances that enables receipt, interim storage and disposal of LLW, MLLW, 11(e)2 byproduct material and TENORM. All waste shall be disposed of in accordance with applicable laws, regulations, WAC, Land Disposal Restriction treatment standards (MLLW only) and applicable DOE Orders.
3. The Contractor shall be responsible for complying with any Federal, state, and municipal laws, codes, and regulations applicable for the facilities and equipment required to accomplish the applicable scope of work.

Title of Waste:

4. Wastes to be disposed of were generated at Government facilities, or have a nexus under DOE contracts, whereby DOE retained responsibility for the nuclear materials or waste.

5. Upon the Contractor accepting and taking possession at the disposal facility of waste not requiring treatment and conforming to the requirements of this contract, title, risk of loss, and all other incidents of ownership, to the extent legally permissible, of the waste shall thereupon transfer from Ordering Activity/Waste Generator to the Contractor.

6. Ownership of the waste arriving at the disposal facility for treatment shall remain with the Ordering Activity/Waste Generator until such time as the Contractor has completed treatment of said waste if necessary and accepted it for disposal at the disposal facility in its treated condition, at which time title, risk of loss and all other incidents of ownership, to the extent legally permissible, of that waste shall thereupon transfer from Ordering Activity/Waste Generator to the Contractor. In no event shall title, risk of loss, or any other incident of ownership transfer from Ordering Activity/Waste Generator to the Contractor with regard to waste received and accepted by the Contractor for treatment where said treatment does not qualify that waste for final disposal. The Ordering Activity/Waste Generator shall have no right to recovery of any material contained in the waste accepted by the Contractor for disposal at the disposal facility or any credit for its potential value. Title to all non-conforming waste shall not transfer to the Contractor and shall remain vested in the Ordering Activity/Waste Generator. Title and ownership of the waste shall revert to the Ordering Activity/Waste Generator if the waste is determined to be non-conforming after ownership has transferred to Contractor.

Waste Characterization:

7. The Contractor may be requested to review Sampling and Analysis Plans (SAPs). The SAPs will govern the sampling and analysis of wastes prior to shipment under the contract and will:

- (a) Include mutually agreeable procedures for measurement of the physical, chemical and radiological parameters of the radioactive waste and/or mixed radioactive waste at the Waste Generator site, as necessary, to ensure that the material complies with the Contractor's WAC and the waste profile prior to shipment;
- (b) Be consistent with the Contractor's license and permit requirements;
- (c) SAP reviews shall be completed within 30 days of request.

8. The Contractor, or a certified laboratory agreed upon by the Ordering Activity/Waste Generator, will analyze required samples of the waste to validate acceptability of the waste stream in accordance with the Contractor's WAC. The costs for waste analysis shall be included in the firm fixed unit prices. All waste residuals generated during the sampling and analysis will be retained by the

Contractor or the certified laboratory for disposal at no additional cost to the Ordering Activity/Waste Generator.

9. The Contractor shall review each waste profile delivered by the Ordering Activity/Waste Generator to determine the acceptability of each waste stream for disposal at the Contractor's facility prior to issuance of task/delivery orders for disposal. The Contractor shall use scientifically accepted standards and procedures, mutually agreeable to the parties, to determine the acceptability of each waste profile submitted by the Waste Generator for disposal at the Contractor's facility. The Contractor shall complete its determination within 30 days after the receipt of a completed waste profile form from the Waste Generator. Within ten days after the completion of the determination, the Contractor shall notify the Waste Generator, and the Ordering Activity/Waste Generator, of the results in writing. The Contractor's notification shall include the Contractor's determination of whether the waste stream is approved for disposal at the Contractor's facility. If the Contractor determines that a waste stream can not be disposed of at the Contractor's facility, the notification shall also specify the Contractor's basis for its determination. Notification of approval of a waste stream for disposal by the Contractor does not obligate the Government to issue a task/delivery order under the contract, except when the Contractor takes possession of waste not requiring treatment.

Transportation:

10. The Ordering Activity/Waste Generator is responsible for the transportation of waste, unless otherwise specified in the task/delivery order.

11. Upon issuance of a task/delivery order, the Contractor shall issue a Notice to Transport to the waste generator within 5 days.

12. The Contractor shall provide services to survey vehicles used to transport the wastes to the Contractor's site to verify radioactive contamination has occurred or not occurred upon vehicle arrival and before departure in accordance with its Radioactive Material License, 49 CFR – Transportation and DOE requirements and policies. The Contractor shall perform inspections in accordance with DOE Order 460.2A, Departmental Materials Transportation and Packaging Management, (unless otherwise specified in the task/delivery order), i.e., inspect upon receipt for damage or loss and evidence of leakage. Radioactive material shipments with external visual damage shall be monitored to ensure that external contamination and radiation levels do not exceed limits in 49 CFR 173.441 and 173.443. Radioactive material shipments without external visual damage shall be inspected for external contamination and radiation levels in accordance with survey requirements under 10 CFR 835.405, *Occupational Radiation Protection*. The Contractor shall maintain a record of all surveys. A copy shall be forwarded to the CO and Designated Contracting Officer (DCO) and the Ordering Activity/Waste Generator shipping the waste upon request. Any vehicle

contamination will be reported to the Ordering Activity/Waste Generator, and the CO and DCO within 24 hours of detection for determination of corrective action prior to decontamination and delivery vehicle release. Copies of survey reports shall be forwarded to the Ordering Activity/Waste Generator and CO and DCO in cases where readings are above the Contractor's Radioactive Material License or Department of Transportation (DOT) release criteria unless otherwise specified in the task/delivery order.

13. The Contractor shall prepare the various instruments of conveyance (trucks/trailers) for return to the provider for wastes delivered under this contract. Basic cleaning and release costs in accordance with NRC Regulatory Guide 1.86 shall be included in the disposal price.

14. The Ordering Activity/Waste Generator shall transport and deliver the waste or cause it to be transported and delivered to the disposal facility as follows: (1) in vehicles or rail cars, (2) in bulk, packaged as required by DOT in 49 CFR 173, 174, 178 and 179 and other applicable regulations and as approved by Contractor in writing before loading and shipment, and (3) in accordance with Contractor license and the Regulations. All waste will be packaged in accordance with the Regulations, including 49 CFR regulations for radioactive material. The Contractor shall have no responsibility for arranging for, scheduling or transporting the waste unless otherwise specified in the task/delivery order.

15. A Uniform Low-Level Radioactive Waste Manifest (Manifest) shall be completed properly and in full and executed by the Ordering Activity/Waste Generator and delivered to the Contractor for and together with each loaded transport vehicle. The Ordering Activity/Waste Generator shall comply with all applicable regulations regarding shipping papers and, when applicable, the requirements for hazardous waste manifests. Additionally, the Ordering Activity/Waste Generator shall provide to the Contractor a copy of the completed and executed Manifest prior to arrival at the disposal facility of the shipment for which the Manifest has been prepared. All waste shipped on an individual Manifest shall be considered a "Shipment" under the terms of this contract.

16. If the loaded transport vehicle and/or containers do not conform to the requirements of Contractor license or the Regulations, or if they arrive damaged or unusually difficult to unload, the Contractor shall give notification to the DCO and Ordering Activity/Waste Generator, and advise the DCO and Ordering Activity/Waste Generator of Contractor proposed corrective action and an estimate of the costs to correct the problem, if any. The DCO and Ordering Activity/Waste Generator shall have forty-eight (48) working hours to: (1) advise the Contractor if it does not wish Contractor to proceed with the proposed corrective action or (2) direct an alternative course of conduct. Under no circumstances shall such transport vehicle and/or containers be considered as accepted because the same are located at the disposal facility.

17. The Contractor shall unload and release transporting vehicles and containers in accordance with contract requirements. If, upon delivery or during unloading, the Contractor determines that the transport vehicles and/or containers are contaminated, leaking, or are otherwise determined to not be packaged as required by 49 CFR 173, or any other requirement, Contractor shall give written notification to the DCO and Ordering Activity/Waste Generator and advise the DCO and Ordering Activity/Waste Generator of Contractor proposed corrective action and an estimate of the costs to correct the problem. The DCO and Ordering Activity/Waste Generator shall have forty-eight (48) working hours to: (1) advise the Contractor if it does not wish Contractor to proceed with the proposed corrective action or (2) direct an alternative course of conduct. The Ordering Activity/Waste Generator represents and warrants that, prior to shipping to Contractor, all transporting vehicles were free from contamination to at least the “exclusive use” standard.

18. The Ordering Activity/Waste Generator acknowledges that the lawful and timely disposal of the waste makes critical and vital the scheduling for delivery of the waste to the disposal facility. The Ordering Activity/Waste Generator, therefore, shall, to the extent practicable, deliver the waste at the disposal facility as scheduled upon approval from the disposal Contractor.

19. Wooden items or items with wood content, e.g. wooden crates, wooden boxes, and wooden pallets, will not be released once they have been inside the Contractor’s restricted area. There will be no separate disposal charge for wooden items.

20. The Ordering Activity/Waste Generator reserves the right to request the return of non-wood empty containers and/or pallets. In this case the Contractor will comply with guidance from the Ordering Activity/Waste Generator regarding the return or other disposition of the containers. Title to empty containers and pallets not returned to the Waste Generator transfers to the Contractor upon receipt and may be disposed, reused, or recycled, in accordance with applicable laws and regulations and at the discretion and expense of the Contractor. However, if the containers are reused, or released by the Contractor (in accordance with established release limits) to anyone other than DOE, all Government markings must be removed and the Government bears no liability for any further use of the containers or pallets. There will be no cleaning charge for boxes, drums or containers not returned to the Waste Generator under this contract.

21. The Contractor shall unload and prepare shipping vehicle(s) and containers for release within 5 working days after receiving waste in the case of truck delivery. Rail cars shall be decontaminated and released within 10 working days for rail cars dedicated to transportation of LLW, MLLW or 11(e)2 byproduct material and 15 working days for decontamination to unrestricted release criteria.

Receipt of Waste:

22. The disposal Contractor shall receive the waste in accordance with its WAC, and DOT requirements. The waste to be received and disposed of under this contract shall be only of the type set forth herein. Prior to the Ordering Activity/Waste Generator delivering the waste to the Contractor for management under this contract, the Ordering Activity/Waste Generator shall prepare and submit to the Contractor, for Contractor approval, all certifications required by Contractor and Contractor license to assure Contractor that the waste is as specified in approved waste profile, and meets the requirements for management at the disposal facility. The Ordering Activity/Waste Generator represents and warrants that the information contained in its completed waste profile forms is true and correct, and the Ordering Activity/Waste Generator acknowledges that the Contractor can rely on the information contained in such waste profile forms. The waste profile forms shall identify separate waste streams. The Ordering Activity/Waste Generator shall commence shipment or delivery of the waste to Contractor only upon issuance of the task/delivery order and approval by the contractor.

23. The Ordering Activity/Waste Generator shall properly complete, execute and deliver to the Contractor all forms identified by the Contractor as pertaining to the waste, all of which forms are available from the Contractor. Upon approval of fully executed forms by the Contractor, such forms, approvals and supporting information shall be incorporated by reference, and shall constitute the description of the waste pursuant to this contract. The Ordering Activity/Waste Generator shall allow the Contractor to audit the Ordering Activity/Waste Generator's waste characterization process. Additionally, with regard to hazardous waste, the Ordering Activity/Waste Generator shall complete properly and in full and execute and deliver to the Contractor all forms that pertain to such waste, including hazardous waste manifests and notices and certifications as required of a hazardous waste generator (and/or treater) as provided in 40 CFR 262 Subpart B and 40 CFR 268.7. The Contractor shall be entitled to rely on the information and data set forth in said forms as true and correct, and the Ordering Activity/Waste Generator represents and warrants that said information and data is true and correct and is in accordance with the Contractor license and the regulations. All said forms must be signed by the Ordering Activity/Waste Generator or his authorized representative and identify separate waste streams. Said forms shall also be signed by such other persons or entities as Contractor may require.

24. The Contractor shall provide a Shipment Delivery Scheduler point of contact for scheduling shipments from the Ordering Activity/Waste Generators and for receipt of the DOT advanced shipment notifications. The Contractor will identify a Shipment Delivery Scheduler in Section G, *Contract Administration Data*. The shipment documentation required under this contract includes:

(a) Notice of Delivery: Not less than 5 working days prior to the shipping date of each waste stream shipment, the Contractor will be provided the following from the Ordering Activity/Waste Generator:

- (1) The 5 Working Day Shipment Notification form;
- (2) The Special Nuclear Material Exemption Certification form, if applicable (required when U-235, U-233, Pu-236, and Pu-238 through Pu-244 are present in the waste);
- (3) A copy of the Waste Profile form for each waste stream to be disposed of;
- (4) A copy of the Waste Shipment Manifest documentation, e.g., (NRC Forms 540 (Uniform Low-Level Radioactive Waste Manifest (Shipping Paper)), 541 (Uniform Low-Level Radioactive Waste Manifest (Container and Waste Description)), NRC Form 542 (Uniform Low-Level Radioactive Waste Manifest (Manifest Index and Regional Compact Tabulation)), DOE and State forms.

(b) Arrival Confirmation: Upon receipt of the above items, the Shipment Delivery Scheduler shall provide to the Ordering Activity/Waste Generator and CO a date for delivery of the shipment and an Arrival Confirmation Number.

Note: The above listed items (a) and (b) will be provided to the Contractor by email, mail, or facsimile.

25. The Contractor shall unload the radioactive waste using appropriate safety standards, guidelines, facility procedures and in accordance with its licenses, permits, and Federal, state, and local laws and ordinances.

26. In the event that the Contractor discovers that the motor vehicle, rail car, containers, packaging, and/or markings of the delivered waste material has failed to meet the U.S. DOT requirements under Title 49 CFR – Transportation, or any applicable requirements, the Contractor shall document the infraction and notify the Ordering Activity/Waste Generator and the DCO within 24 hours by telephone upon discovery, and in writing within 48 hours. See requirements under Non-Conforming Waste.

27. The Contractor shall accept deliveries during normal working hours (defined as 8:00am until 4:00pm local time, Monday through Friday, except holidays as defined below*) unless otherwise scheduled with the Contractor in advance. Both parties to this contract recognize that logistic considerations may require acceptance of deliveries outside of normal working hours. Arrangements for such deliveries shall be subject to mutual agreement of the parties and subject to incorporation into task/delivery orders, at the price specified in the schedule, issued under this contract.

* Holidays are defined as:

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|------------------|--------------------------------------|
| New Year's Day | January 1 |
| Memorial Day | Last Monday in May |
| Independence Day | July 4 |
| Labor Day | First Monday in September |
| Thanksgiving | Last Thursday and Friday of November |
| Christmas Day | December 25 |

Operations:

28. The Contractor shall dispose of all waste in accordance with Federal, state, and municipal laws, codes, and regulations applicable for the facilities and equipment required to accomplish the applicable scope of work. The Contractor shall complete all appropriate handling, interim storage, disposal and certification functions within the prices established in this contract and any resulting task/delivery orders while adhering to schedule requirements and all applicable DOE and regulatory requirements.

29. All Treatment, Storage and Disposal Facilities (TSDFs) are required to be reviewed in accordance with DOE Order 435.1 requirements for approval of the use of non-DOE facilities (currently most facilities performing services for DOE rely on the DOE Consolidated Audit Program (DOECAP)). DOECAP may also be used as the mechanism for other DOE or EM reviews deemed appropriate or required. Contractors shall allow reasonable site access to personnel for these purposes. Any costs shall be included in the firm fixed unit prices and the task/delivery orders' prices.

30. The Contractor shall be liable for the repair or replacement of rail cars and trucks damaged by the Contractor in the performance of the task/delivery order. Notification of existing damage to conveyances received under this contract shall be provided to the Ordering Activity/Waste Generator and DCO within 24 hours of the incident. Contractor notification as required by this paragraph, may be issued by email, facsimile or other electronic means provided such means results in verifiable evidence of the receipt of the required notification.

31. The Contractor shall properly treat and dispose of all byproduct, residual and secondary waste in compliance with Federal and state regulations and permits. These costs shall be included in the firm fixed unit prices and the task/delivery orders' prices.

32. Waste processing to achieve conformance with the Contractor's WAC may be ordered under this contract to the extent such activities are allowed by the Contractor's applicable licenses or permits. Two objectives of waste processing are contemplated, to adjust moisture content and to adjust overall levels of radioactivity. This provision addresses wastes known, or found upon receipt at

the Contractor's site, to require adjustment of their moisture contents and/or those wastes requiring adjustment to levels of radioactivity. The following services will be provided at the Contractor's facility, and only after issuance of an appropriate task/deliver order.

a. Presence of free liquids: This problem is detected immediately upon opening the cover of the shipping conveyance. It may be corrected by the addition of absorbent substances directly to the waste until the free liquid is absorbed.

b. "Bound" moisture exceeding optimum: Acceptance testing of the waste at the Contractor site will reveal this situation which may be corrected by:

- (1) Processing with dry inert Contractor soils.
- (2) Processing with other wastes in the disposal cell.
- (3) Spreading the waste upon the surface of the cell and harrowing it.
- (4) Other means compliant with the Contractor's licenses and permits.

c. "Bound" moisture below optimum: This problem is detected by testing at the Contractor's site. It may be rectified:

- (1) At the point of unloading the shipping conveyance by the addition of water and subsequent processing during placement of the waste in the disposal cell.
- (2) Processing with other wastes in the disposal cell.
- (3) Other means compliant with the Contractor's licenses and permits.

d. Radioactivity exceeding WAC limits: Testing of the waste at the Contractor site will expose this concern which may be corrected by:

- (1) Processing with dry inert Contractor provided soils.
- (2) Processing with other wastes in the disposal cell.
- (3) Other means compliant with the Contractor's licenses and permits.

33. The Contractor shall dispose of the LLW and/or MLLW, and any secondary waste generated in accordance with the time limitations specified in the Contractor's permits, licenses, and applicable federal, state and local requirements. The Contractor shall notify DOE in writing at least sixty (60) days prior to exceeding any storage limit.

Reporting Requirements:

34. As requested, all documentation in this section, and modifications, shall be submitted to the DCO for information. The Contractor shall promptly (within 48 hours) respond to questions regarding reports. Any costs shall be included in the firm fixed unit prices and the task/delivery orders' prices.

35. Within 5 working days of request by the DCO, the Contractor shall provide complete documentation of: site permits for disposal of waste, NRC or Agreement State Radioactive Materials License, WAC, the Contractor's Closure Plan, and any other authorizations, exemptions, revisions, RCRA permit requirements, applicable exemptions, and other requirement etc., documenting that the Contractor is permitted to receive, handle, store, and dispose of the specific type and quantity of radioisotopes present in the waste to be disposed of under this contract.

36. Documentation and/or records shall be retained in accordance with requirements of the Contractor's license and permits, and copies shall be provided to the DCO within 5 working days of a written request.

37. For laboratories not previously approved by DOE, prior to receiving samples for offsite analysis, the Contractor shall provide copies of the current radioactive material licenses and most recent Audit Report supporting disposal as well as any required special certifications showing that the laboratory is qualified to perform the analysis. Any subsequent revisions to these requirements shall be supplied to the DCO, where applicable, within 10 days of the request.

38. The Contractor shall document disposal by providing signed copy of the original facility Certificate of Disposal to the Ordering Activity/Waste Generator and the DCO within 15 working days of disposal.

39. The Contractor shall notify the DCO and Ordering Activity/Waste Generator, in writing including email, of Notice of Violation (NOV) issued by regulatory agencies related to waste received at the disposal facility under this contract within 48 hours. If any DOE waste stream is impacted, the Contractor will provide the NOV documentation within three working days. DOE will consider and handle this information as Business Sensitive.

40. The Contractor shall maintain a record of all nonconformances and deficiencies for waste received under this contract which are identified by regulatory agencies. The Contractor shall provide the record to the DCO within 5 working days of the request.

41. The Contractor shall verbally notify the affected DCO and Ordering Activity/Waste Generator and the CO within twenty-four hours of discovery of any event or condition impacting the scheduled receipt of waste, together with corrective actions planned and information on rescheduling of shipments.

42. On an annual basis, the Contractor shall provide a Waste Disposal Report to the CO and the EM Office of Disposal Operations (EM-43), documenting the following. A Final Summary Report, summarizing the data, shall be provided at the end of the contract, within 30 days after physical completion of work.

- a. Monthly waste disposal including weights, volumes, source, radionuclide content/characterization data, and the location of U.S. DOE-generated waste disposed.
- b. All vehicle contamination exceeding release criteria shall be identified. A listing of any deviated or rejected shipments during the period including any corrective action (e.g. processing of nonconforming waste for excess moisture) performed by the Contractor; compliance, permitting or regulatory problems and resolution for the previous quarter; occurrences or events, which adversely affected disposal operations and associated impact on operations and scheduled receipt or disposal.

43. Thirty days after physical completion of work conducted under this contract, the Contractor shall submit a Contract Closeout Plan to the CO for approval. The Contractor must address closeout activities, as appropriate, including but not limited to all remaining administrative matters, resolution of any open litigations, audit of indirect costs, record disposition required by the Government, records turnover to DOE (including review, organizing and packaging), closeout of subcontracts, and the Final Summary Report.

Non-Conforming Waste:

44. Any wastes arriving at the disposal facility, not meeting the current Contractor's WAC or the approved waste profile shall be considered "Non-Conforming Waste" as follows:
- a. Waste arriving at the disposal facility shall be non-conforming waste when it does not comply with Contractor's license or the Regulations, including, but not limited to, manifesting errors, failures to comply with DOT transportation requirements, etc. (i.e., a Government shipment without a Notice to Transport from Contractor is prohibited under Contractor's license and, therefore, it is a non-conforming waste shipment). Such determination shall be made by Contractor.
 - b. The parties shall negotiate an equitable adjustment to the task/delivery order, consistent with the provisions of the contract. The Ordering Activity/Waste Generator shall be responsible for those costs caused by the Ordering Activity/Waste Generator, as determined by the CO. Any such costs shall be submitted to the CO for review and approval. All reasonable expenses associated with transporting and preparing to transport non-conforming waste from the disposal facility shall be paid by the Ordering Activity/Waste Generator. In the case where the Contractor is at fault, as determined by the CO, the Contractor shall be responsible for applicable expenses incurred.
 - c. Upon discovering any non-conforming waste, Contractor will give notification within 24 hours by telephone (to be followed by written notification within 48

hours) to the Ordering Activity/Waste Generator. The notice shall advise of which of the following options Contractor has elected with regard to the non-conforming waste and, except as limited or precluded by action or demand of a governmental authority, said notification shall be given not less than two (2) working days prior to Contractor implementing that option. In coordination with the DCO, the Contractor may:

- (1) process the non-conforming waste so as to allow disposal;
- (2) remove or cause to be removed any non-conforming waste from the disposal facility;
- (3) perform other suitable management practices that are prudent considering the nature of the non-conforming waste, the Regulations, and input from regulatory authorities;
- (4) make its own arrangements to cause the waste to be returned to the Ordering Activity/Waste Generator at the Ordering Activity/Waste Generator's cost, if within a reasonable time after demand, the Ordering Activity/Waste Generator fails or refuses to undertake and complete removal of the non-conforming waste from the disposal facility.
- (5) charge the Ordering Activity/Waste Generator as agreed to by both parties, and approved by the CO, reasonable charges incurred by Contractor to dispose and retrieve, and manage the non-conforming waste.

d. The DCO, in coordination with the Ordering Activity/Waste Generator, may direct an alternative course of action.

45. The Ordering Activity/Waste Generator shall maintain all necessary licenses and permits to receive all returned non-conforming waste at their facility, or shall designate an alternate facility that is fully licensed and permitted to receive non-conforming waste shipped to it. The Ordering Activity/Waste Generator agrees to receive such non-conforming waste at its facility or a designated facility within ten (10) working days after notification by Contractor.

46. The Contractor shall have no obligation to receive, handle, store, or dispose of any waste material delivered to the Contractor's facility which is nonconforming, which is defined as: material delivered that does not comply with the Contractor's licenses, permits or regulations, and/or that does not comply with the Waste Generator's Waste Profile (e.g., manifesting errors, contamination resulting from failure to comply with packaging, marking and shipment of material in accordance with DOT Title 49 CFR – Transportation, shipment is delivered to the facility without a "Notice to Transport"). The determination of nonconformance shall be made by the Contractor.